

11CV783 JCH/ACT

APPEAL FOR FEDERAL CASE BERNSTEIN vs MATTHEW A. ROMERO
ROMERO FARMS LLC 1.11 000793 ACT IN FEDERAL DISTRICT COURT
ABUQUERQUE, NEW MEXICO

FILED
UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

13 SEP -6 PM 2: 01

COMES NOW THAT PLAINTIFF NEIL D. BERNSTEIN RESPECTFULLY
AND MOTIONS FOR THE COURT TO APPEAL JUDGE JUDITH HERRARA'S
RECENT DENIAL FOR PLAINTIFF NEIL BERNSTEIN'S MOTION TO REOPEN AND
MOVE SAID CASE TO PHILADELPHIA.

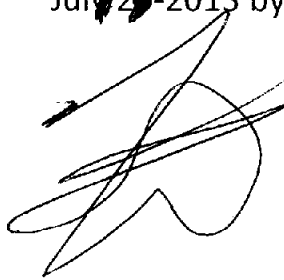
IT IS UNDERSTOOD BY PLAINTIFF THAT THE PORTION OF SAID MOTION
WHICH REQUESTED THAT THE CASE BE "MOVED" TO PENNSYLVANIA, MAY
HAVE BEEN OUTSIDE WHAT THE COURT MAY HAVE DEEMED REASONABLE,
HOWEVER, PLAINTIFF NEIL BERNSTEIN ASSERT THAT THE MULTITUDE OF
EMAIL COMMUNICATIONS BETWEEN PLAINTIFF HIS X' ATTORNEY JAMES
CHAVEZ AND COPIES OF SAME WHICH WERE IN FACT COPIED TO
DEFENDANTS COUNSEL ARE ADEQUATE TO PROVIDE THE COURT WITH A
SUBSTANTIAL AND THEREFORE LEGITIMATE MEANS TO PROVE THAT BOTH
HIS X' COUNSEL HAD ABSOLUTELY NO AUTHORITY TO "SETTLE AND
VACATE" THIS 2 MILLION DOLLAR DAMAGES CASE AND OR THAT OPPOSING
COUNSEL FOR THE DEFENDANT WAS ADDITIONALLY AWARE THAT
ATTORNEY FOR PLAINTIFF AND HE HAD NO AUTHORITY TO "SETTLE AND
VACATE SAME" FOR THE AFOREMENTIONED TEN THOUSAND DOLLARS
WITHOUT PLAINTIFF NEIL BERNSTEIN'S CONSENT, KNOWLEDGE OR
AUTHORITY. IT IS FURTHERMORE APPARENT TO THE PLAINTIFF THAT Mr.
Chavez has yet to provide either the plaintiff Neil Bernstein or the court with
a signed contingency contract, or any other proof that Mr. Chavez in concert
with opposing counsel had at any time authority written or otherwise
consent or agreement from PLAINTIFF NEIL BERNSTEIN to SETTLE AND VACATE
this case before JUDGE JUDITH HERRARA IN FEBRUARY OF 2013.

ADDITIONALLY, PLAINTIFF NEIL BERNSTEIN NOW AS THE DIRECT WITHDRAWAL
OF ATTORNEY CHAVEZ ACTING ON A pro se BASIS WITHDRAWS HIS
PREVIOUS MOTION TO "MOVE_ SAID CASE FOR DAMAGES, AND, AGREES

THAT THIS CASE CAN BE CORRECTLY RENDERED VIA JUDGE AND OR JURY
WITHIN THE FEDERAL COURT(S) OF ALBUQUERQUE, NEW MEXICO.

Respectfully submitted this day

July 26-2013 by plaintiff Neil Bernstein acting in a pro se capacity.



12/16/2013

